



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 16, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33 FEBRUARY 16, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AMENDMENT 2 TO ZERO-TOLERANCE
GRAFFITI ABATEMENT SERVICES CONTRACT
ZONE 1G - WALNUT PARK
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

This action is to amend a contract for graffiti abatement services in the Zero-Tolerance Graffiti Abatement Services – Zone 1G - Walnut Park to continue photographing graffiti vandalism (tags) before they are removed and have the photos downloaded into the Graffiti Tracker database for analysis.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the amended contract work continues to be categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services continue to be more economically performed by an independent contractor than by County employees.
3. Approve Amendment 2 to Contract No. 77018 with Superior Property Services, Inc., for graffiti removal services to continue providing photography of all tags in the Zone 1G area of Walnut Park for submission to Graffiti Tracker, Inc., for analysis commencing on March 1, 2010, at an additional amount of \$2,900 for the current contract term, increasing the annual not-to-exceed amount from \$57,126 to \$60,026, and at an additional annual amount of \$8,700 for each of the four remaining

optional renewal years to increase the annual not-to-exceed amount from \$52,776 to \$61,476, and a potential maximum contract sum of \$305,930.

4. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to amend Contract No. 77018 with Superior Property Services, Inc., for graffiti removal services to continue providing photography of all tags in the Zone 1G areas of Walnut Park for submission to Graffiti Tracker, Inc., for analysis, which will be utilized to make arrests of graffiti taggers by the law enforcement agencies.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support the Department of Public Works (Public Works) in meeting these goals.

FISCAL IMPACT/FINANCING

The additional \$2,900 will increase the contract's annual not-to-exceed amount from \$57,126 to \$60,026 for the current year, and an additional \$8,700 for the subsequent optional years, increasing the annual not-to-exceed amount from \$52,776 to \$61,476 plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

Commencing on September 1, 2009, this contract was amended through Board approved delegated authority to include photography of all tags in the Zone 1G areas of Walnut Park by the contractor for submission to Graffiti Tracker, Inc., for analysis for six months. The cost of these additional services was funded within the Board-authorized 10 percent contingency. With delegated authority to increase the annual contract amount using the 10 percent contingency, the annual contract amount was increased from \$52,776 to \$57,126 for the current term.

Funding for these additional services is included in the Fiscal Year 2009-10 General Fund Budget. Funds for the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director of Public Works executing the amendment, which is substantially similar to the enclosed form the contractor will sign and County Counsel will approve as to form.

On June 16, 2009, Agenda Item 43, your Board approved Contract No. 77018 with Superior Property Services, Inc., for Zero-Tolerance Graffiti Abatement

Services – Zone 1G - Walnut Park, authorizing aggregate annual contract expenditures of \$52,776 commencing on July 1, 2009. The contract was for an initial one-year period with four 1-year renewal options for a total contract period of five years. The contract is currently in its initial one-year term.

The amended service is scheduled to expire on February 28, 2010. This amendment will continue the photography of all tags starting on March 1, 2010. All terms, conditions, requirements, prices, and specifications of the contract as amended will remain unchanged.

Since this is a Proposition A contract, Public Works has determined that the contractor continues to comply with the requirements of the Living Wage Program (Los Angeles County Code, Chapter 2.201) and agrees to continue to pay its full-time employees providing County services a living wage.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for these services. Based on the cost calculations, Public Works has determined that these services continue to be more economically performed by an independent contractor than by County employees.

ENVIRONMENTAL DOCUMENTATION

These services continue to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in they meet the criteria set forth in Section 15301 CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of this request will not result in any impact on other current services or projects.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Administrative Services.

The Honorable Board of Supervisors
2/16/2010
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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office
Office of Affirmative Action Compliance

AMENDMENT 2 TO CONTRACT NO. 77018

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES - ZONE 1G

WALNUT PARK

THIS AMENDMENT, made and entered into this ____ day of _____, 2010, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and SUPERIOR PROPERTY SERVICES, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 77018 was entered into between the COUNTY and the CONTRACTOR, on June 16, 2009, to provide graffiti abatement services in Zero-Tolerance Graffiti Abatement Services – Zone 1G - Walnut Park; for a period of one year commencing on July 1, 2009, with four 1-year renewal options; and

WHEREAS, on September 1, 2009, this Contract was amended to include photography of all graffiti vandalism (tags) in the Zone 1G areas of Walnut Park by the CONTRACTOR for submission to Graffiti Tracker, Inc., for analysis, commencing on September 1, 2009, and continuing until February 28, 2010. The Contract's not-to-exceed annual amount was increased from \$52,776 to \$57,126; and

WHEREAS, the CONTRACTOR is willing to continue to provide these services under the Contract's existing terms and conditions as amended by this AMENDMENT.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 77018 between them shall be amended as follows:

FIRST: This Contract is hereby amended and modified to continue the photography of all graffiti vandalism (tags) in the Zone 1G areas of Walnut Park by the CONTRACTOR for submission to Graffiti Tracker, Inc., for analysis. Additionally, the CONTRACTOR must also meet with the Los Angeles County Sheriff and/or Graffiti Tracker, Inc., once a week or as needed as determined by the Sheriff, to discuss their findings. Photography equipment will be provided to the CONTRACTOR by Graffiti Tracker, Inc.

SECOND: The additional services will continue from March 1, 2010, and continue for the remainder of the current contract year and any subsequent option years, unless the COUNTY provides a written 30-day notice of termination or suspension of the photography of all tags, or the COUNTY and the CONTRACTOR mutually agree to delete the additional services from the Scope of Work.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

SUPERIOR PROPERTY SERVICES,
INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

COST METHODOLOGY FOR CONTRACT: ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES, ZONE 1G (Amendment 1)

Graffiti Tracker Services

PROPOSER: SUPERIOR PROPERTY SERVICES, INC.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Graffiti Abatement Crew		1	1	1	1	1	1	5	260	9.65	\$ 2,509
Office Staff		0.25	0.25	0.25	0.25	0.25		1.25	65	11.5	\$ 748
Comments/Notes:											
(4) with bonuses											
Total Annual Salaries											\$ 3,257
(1) Vacations, Sick Leave, Holiday											\$ 195
(2) Health Insurance **											\$ 715
(3) Payroll Taxes & Workers' Compensation											\$ 749
(4) Welfare and Pension											\$ 488
Total Annual Employee Benefits (1+2+3+4)											\$ 2,148
(5) Equipment Costs											\$ 500
(6) Service and Supply Costs											\$ 500
(7) General and Administrative Costs											\$ 977
(8) Profit											\$ 1,319
Total Annual Other Costs (5+6+7+8)											\$ 3,296
TOTAL ANNUAL PRICE											\$ 8,700

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** Living Wage rate shall be at least \$11.84 per hour.

*** Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications has been granted by the County to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements the proposal.

Superior Prop. Svc, Inc. [Signature]
 Name of Proposer
 Signature

8/27/09
 Date